

Section of the Lowell City Code, and with the additions of grandchildren and grandparents of an employer and of an employee's spouse as "immediate family"), commencing upon the employee's receiving notification of the death and terminating after three (3) otherwise scheduled work tours for the employee; provided, however, that such leave will not extend beyond forty-eight (48) hours after the day of the funeral. Funeral leave in a non-immediate family context will be three (3) scheduled work tours, charged to the employee's sick leave, to include but not to extend beyond the day of the funeral.

ARTICLE XXIX

INJURED LEAVE

An employee incapacitated for regular duty because of injury sustained in the performance of his duty shall be granted leave without loss of pay, including base compensation and all direct and indirect economic fringe benefits for the period of such incapacity pursuant to the practice of the City of Lowell Fire Department as interpreted and applied in the past by the Employer regarding members of the bargaining unit covered by this Agreement.

ARTICLE XXX

VACATIONS

Section 1.

On January 1st in each year, every member of the regular or permanent fire force who has been such for at least six (6) months shall become entitled to a vacation of not less than two (2) weeks during such year, without loss of pay; provided, that a member who has not been such for a period of at least six (6) months on said January 1st, shall be entitled to such a vacation upon the anniversary date of his appointment. The two (2) week vacation provided by this Section shall consist of four (4) day tours and four (4) night tours scheduled for the employee involved.

Section 2.

In addition to the vacation entitlement set forth in Section 1 of this Article, employees shall receive vacations in accordance with the following entitlement schedule:

Length of Service

For five (5) years of service but less than ten (10) years of service.

Three (3) weeks (six (6) day tours and six (6) night tours scheduled for the employee involved).

For ten (10) years of service but less than eighteen (18) years of service.

Four (4) weeks (eight (8) day tours and eight (8) night tours scheduled for the employee involved).

For eighteen (18) years of service.

Five (5) weeks (ten (10) day tours and ten (10) night tours scheduled for the employee involved).

mula or the new, forty percent (40%) formula as set forth above.

Payments made hereunder, concerning a deceased employee, shall be made in accordance with M.G.L. Chapter 41, Section III I as amended.” (Effective upon execution of Memorandum of Agreement)

ARTICLE XXIX – INJURED LEAVE

Add the following as a second paragraph:

“No employee shall be paid for more than fifty-two and two tenths (52.2) weeks of annual compensation during any period when such employee is on injured leave – the calendar year shall be used for computation purposes.” (Effective upon execution of Memorandum of Agreement).

ARTICLE XXX – VACATIONS

Section 3: Amend the second paragraph by deleting the phrase: “either during the summer vacation period as defined in this Article or”. (Effective upon execution of Memorandum of Agreement).

ARTICLE XXXVI – MISCELLANEOUS PROVISIONS

Add a new Section 5 as follows:

“All employees hired into the bargaining unit after October of 1996 shall be required to comply with such wellness standards as are es-